

(b) Subject to the limitations and procedures for payment set forth in Section 6 of this Addendum, legal, accounting, consulting and related fees and expenses reasonably incurred in connection with the Bonds, the Surety Credit Documents and/or any application or submission by any of Indemnitors for the issuance of any Bond or renewal of any Bond, whether or not Surety decides to issue said bond.

Any collective defined term and any defined term used in the plural will be taken to encompass all members of the relevant class. Any defined term used in the singular preceded by "any" will be taken to indicate any number of the members of the relevant class. Any defined term used in the singular and preceded by the word "each" will indicate all members of the relevant class, individually. Any accounting term not otherwise defined herein will be defined in accordance with GAAP.

2. Conditions Precedent to this Agreement. As conditions precedent to the effectiveness of this Agreement, Indemnitors will deliver to Surety each of the following, in form and substance satisfactory to Surety and its counsel:

- (a) the final non-appealable Approval Order. This Approval Order will authorize and approve: (i) Indemnitors entry into this Agreement; and (ii) the assumption of the liabilities and obligations under the Indemnity Agreement;
- (b) the Surety Credit Documents duly authorized and executed; and
- (c) \$6,181,592.74 in additional collateral as described in Section 10 of this Addendum.

It is also a condition precedent to the effectiveness of this Agreement, as of the effective date of this Agreement, except to the extent identified on **Exhibit C-1**, Indemnitors represent and warrant that, they are not in default under any of the undertakings underlying the Existing Bonds, nor are they in default of their obligations under the Existing Bonds, including, without limitation, obligations to any claimants or obligees on any workers' compensation bonds issued by Surety and any bond or bonds supporting any of Indemnitors' obligations to the U.S. Department of Agriculture in connection with its Donated Food Processing Program.

3. Plan of Reorganization. Indemnitors will obtain an Order of the Bankruptcy Court in the Bankruptcy Case that confirms a Plan of Reorganization that does not modify, amend, supersed or vacate this Agreement without the consent of the Surety.

4. Bond Facility; Conditions Precedent to all Bonds. Notwithstanding anything to the contrary in the Agreement, except to the extent discharged as a result of the payments described in the Exhibits to this Agreement, each Existing Bond will remain in full force and effect for the duration set forth below and same will be replaced, continued or renewed (only as necessary under the respective terms of said bonds for the duration of the term of this Facility and no more than once during said term)-without additional underwriting consideration provided there has been no Event of Default. Additionally, in the Event of Default, Surety will have the right to terminate any outstanding Bond, including any Existing Bond.

